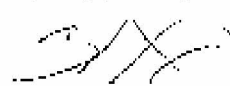


| | | | | | | | |
|---|------------------------|--|---------|--|-----------|--|-------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES 1 51 | |
| 2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-15-011 | | | | 3. EFFECTIVE DATE See Block 20C | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule | |
| 5. ISSUED BY CODE | | HPOD | | 6. ADMINISTERED BY (If other than Item 5) CODE | | | |
| HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 | | | | | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) INDUSTRIAL ECONOMICS, INCORPORATED Attn: (b)(4) 2067 MASSACHUSETTS AVENUE SUITE 4 CAMBRIDGE MA 021401340 | | | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | | | |
| | | | | 9. DISCOUNT FOR PROMPT PAYMENT | | | |
| | | | | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN | | ITEM | |
| CODE 007977887 | | FACILITY CODE | | | | | |
| 11. SHIP TO/MARK FOR CODE | | | | 12. PAYMENT WILL BE MADE BY CODE | | RTP FMC | |
| Cheryl R. Brown, COR US EPA Headquarters William Jefferson Clinton Building 1200 Pennsylvania Avenue NW Mail Code: 1805T Washington DC 20460 | | | | RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711 | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) (0) | | | | 14. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | |
| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | | | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
| | Continued | | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | | \$13,707,148.54 | |
| 16. TABLE OF CONTENTS | | | | | | | |
| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| | A | SOLICITATION/CONTRACT FORM | | | I | CONTRACT CLAUSES | |
| | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| | C | DESCRIPTION/SPECS./WORK STATEMENT | | | J | LIST OF ATTACHMENTS | |
| | D | PACKAGING AND MARKING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| | E | INSPECTION AND ACCEPTANCE | | | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| | F | DELIVERIES OR PERFORMANCE | | | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | |
| | G | CONTRACT ADMINISTRATION DATA | | | M | EVALUATION FACTORS FOR AWARD | |
| | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE | | | | | | | |
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-DC-14-00012, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) | | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) | | | | 20A. NAME OF CONTRACTING OFFICER Stefan Martiyan | | | |
| 19B. NAME OF CONTRACTOR | | 19C. DATE SIGNED | | 20B. UNITED STATES OF AMERICA | | 20C. DATE SIGNED | |
| BY (Signature of person authorized to sign) | | | | BY  (Signature of the Contracting Officer) | | 07/17/2015 | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-W-15-011

PAGE 2 OF 51

NAME OF OFFEROR OR CONTRACTOR

INDUSTRIAL ECONOMICS, INCORPORATED

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 0001 | DUNS Number: 007977887 Technical Support for Stimulating and Promoting Strategic Environmental Management Approaches by EPA Max Expire Date: 07/16/2020 Delivery: 365 Days After Award FOB: Destination Period of Performance: 07/17/2015 to 07/16/2016 BASE PERIOD 13,800 Level of Effort (LOE) Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) 4 Term Form Requisition No: PR-OA-15-00052, PR-OA-15-00148 Accounting Info: 14-15-B-11U-301MA4-2505-1511U41057-001 BFY: 14 EFY: 15 Fund: B Budget Org: 11U Program (PRC): 301MA4 Budget (BOC): 2505 DCN - Line ID: 1511U41057-001 Funding Flag: Complete Funded: \$140,000.00 Accounting Info: 14-15-B-11B-ZZZMH9-2505-1511B41102-001 BFY: 14 EFY: 15 Fund: B Budget Org: 11B Program (PRC): ZZZMH9 Budget (BOC): 2505 DCN - Line ID: 1511B41102-001 Funding Flag: Complete Funded: \$30,000.00 | | | | 1,323,175.17 |
| 00011 | BASE PERIOD Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award | | | | 220,626.38 |
| 00012 | BASE PERIOD Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) Continued ... | | | | 220,626.38 |

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EP-W-15-011

PAGE 3 OF 51

NAME OF OFFEROR OR CONTRACTOR

INDUSTRIAL ECONOMICS, INCORPORATED

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 00013 | 365 Days After Award BASE PERIOD Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award | | | | 220,626.38 |
| 00014 | BASE PERIOD Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award | | | | 220,626.38 |
| 00015 | BASE PERIOD Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award | | | | 220,626.38 |
| 00016 | BASE PERIOD Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award | | | | 220,626.38 |
| 0002 | OPTION PERIOD I 13,800 Level of Effort (LOE) Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 07/16/2016 Continued ... | | | | 1,352,698.09 |

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EP-W-15-011

PAGE 4 OF 51

NAME OF OFFEROR OR CONTRACTOR

INDUSTRIAL ECONOMICS, INCORPORATED

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 00021 | Period of Performance: 07/17/2016 to 07/16/2017 OPTION PERIOD I Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2016 to 07/16/2017 | | | | 225,548.32 |
| 00022 | Period of Performance: 07/17/2016 to 07/16/2017 OPTION PERIOD I Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2016 to 07/16/2017 | | | | 225,548.32 |
| 00023 | Period of Performance: 07/17/2016 to 07/16/2017 OPTION PERIOD I Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2016 to 07/16/2017 | | | | 225,548.32 |
| 00024 | Period of Performance: 07/17/2016 to 07/16/2017 OPTION PERIOD I Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2016 to 07/16/2017 | | | | 225,548.32 |
| 00025 | Period of Performance: 07/17/2016 to 07/16/2017 OPTION PERIOD I Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Continued ... | | | | 225,548.32 |

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EP-W-15-011

PAGE 5 OF 51

NAME OF OFFEROR OR CONTRACTOR

INDUSTRIAL ECONOMICS, INCORPORATED

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2016 to 07/16/2017 | | | | |
| 00026 | OPTION PERIOD I Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2016 to 07/16/2017 | | | | 225,548.32 |
| 0003 | OPTION PERIOD II 13,800 Level of Effort (LOE) Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 07/16/2017 Period of Performance: 07/17/2017 to 07/16/2018 | | | | 1,362,922.74 |
| 00031 | OPTION PERIOD II Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2017 to 07/16/2018 | | | | 227,338.30 |
| 00032 | OPTION PERIOD II Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2017 to 07/16/2018 Continued ... | | | | 227,338.30 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-W-15-011PAGE OF
6 51

NAME OF OFFEROR OR CONTRACTOR

INDUSTRIAL ECONOMICS, INCORPORATED

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 00033 | OPTION PERIOD II Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2017 to 07/16/2018 | | | | 227,338.30 |
| 00034 | OPTION PERIOD II Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2017 to 07/16/2018 | | | | 227,338.30 |
| 00035 | OPTION PERIOD II Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2017 to 07/16/2018 | | | | 227,338.30 |
| 00036 | OPTION PERIOD II Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2017 to 07/16/2018 | | | | 227,338.30 |
| 0004 | OPTION PERIOD III 13,800 Level of Effort (LOE) Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form Continued ... | | | | 1,390,853.52 |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
EP-W-15-011

PAGE 7 OF 51

NAME OF OFFEROR OR CONTRACTOR

INDUSTRIAL ECONOMICS, INCORPORATED

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 00041 | (Option Line Item) 07/16/2018 Period of Performance: 07/17/2018 to 07/16/2019 OPTION PERIOD III Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2018 to 07/16/2019 | | | | 231,997.03 |
| 00042 | OPTION PERIOD III Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2018 to 07/16/2019 | | | | 231,997.03 |
| 00043 | OPTION PERIOD III Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2018 to 07/16/2019 | | | | 231,997.03 |
| 00044 | OPTION PERIOD III Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2018 to 07/16/2019 | | | | 231,997.03 |
| 00045 | OPTION PERIOD III Optional Quantity Continued ... | | | | 231,997.03 |

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EP-W-15-011

PAGE 8 OF 51

NAME OF OFFEROR OR CONTRACTOR

INDUSTRIAL ECONOMICS, INCORPORATED

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2018 to 07/16/2019 | | | | |
| 00046 | OPTION PERIOD III Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2018 to 07/16/2019 | | | | 231,997.03 |
| 0005 | OPTION PERIOD IV 13,800 Level of Effort (LOE) Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 07/16/2019 Period of Performance: 07/17/2019 to 07/16/2020 | | | | 1,421,645.76 |
| 00051 | OPTION PERIOD IV Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2019 to 07/16/2020 | | | | 237,132.18 |
| 00052 | OPTION PERIOD IV Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Continued ... | | | | 237,132.18 |

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EP-W-15-011

 PAGE OF
 9 51

NAME OF OFFEROR OR CONTRACTOR

INDUSTRIAL ECONOMICS, INCORPORATED

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Period of Performance: 07/17/2019 to 07/16/2020 | | | | |
| 00053 | OPTION PERIOD IV Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2019 to 07/16/2020 | | | | 237,132.18 |
| 00054 | OPTION PERIOD IV Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2019 to 07/16/2020 | | | | 237,132.18 |
| 00055 | OPTION PERIOD IV Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2019 to 07/16/2020 | | | | 237,132.18 |
| 00056 | OPTION PERIOD IV Optional Quantity 2,300 LOE Hours Award Type: Cost-plus-fixed-fee Total Estimated Cost: (b)(4) Fixed Fee: (b)(4) Term Form (Option Line Item) 365 Days After Award Period of Performance: 07/17/2019 to 07/16/2020 The obligated amount of award: \$170,000.00. The total for this award is shown in box 15G. | | | | 237,132.18 |

| | |
|--|----|
| SECTION A - Solicitation/Contract Form | 11 |
| A-1 Clauses..... | 11 |
| SECTION B - Supplies or Services/Prices | 12 |
| B-1 Clauses | 12 |
| SECTION C - Description/Specifications | 15 |
| C-1 Clauses | 15 |
| SECTION D - Packaging and Marking | 16 |
| D-1 Clauses..... | 16 |
| SECTION E - Inspection and Acceptance..... | 17 |
| E-1 Clauses | 17 |
| SECTION F - Deliveries or Performance..... | 18 |
| F-1 Clauses | 18 |
| SECTION G - Contract Administration Data..... | 21 |
| G-1 Clauses..... | 21 |
| SECTION H - Special Contract Requirements..... | 25 |
| H-1 Clauses..... | 25 |
| SECTION I - Contract Clauses | 35 |
| I-1 Clauses | 35 |
| SECTION J - List of Documents, Exhibits and Other Attachments..... | 51 |
| J-1 List of Documents, Exhibits, and Other Attachments..... | 51 |
| J-2 Clauses..... | 51 |

SECTION A - Solicitation/Contract Form

A-1 Clauses

SECTION B - Supplies or Services/Prices

B-1 Clauses

B-1 EPAAR 1552.211-73 LEVEL OF EFFORT-COST-REIMBURSEMENT TERM CONTRACT. (APR 1984)

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government hereby orders 13,800 direct labor hours for the base period, which represents the Government's best estimate of the level of effort to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(End of clause)

B-2 EPAAR 1552.211-74 WORK ASSIGNMENTS. (DEC 2014)

(a) The contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment. Within 15 calendar days after receipt of a work assignment, the Contractor shall submit one (1) copies of a work plan to the Contracting Officer's Representative and one (1) copies to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Within 45 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the Contractor has not received approval on a work plan within 45 calendar days after its submission, the Contractor shall stop

work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(End of clause)

B-3 Local Clauses EPA-B-16-102 ESTIMATED COST AND FIXED FEE

(a) The estimated cost of this contract is (b)(4)

(b) The fixed fee is (b)(4)

(c) The total estimated cost and fixed fee is \$1,323,175.17.

B-4 Local Clauses EPA-B-31-101 OTHER DIRECT COSTS

For the categories listed, Other Direct Costs in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

BASE PERIOD: \$147,077.00
 OPTION PERIOD I: \$147,077.00
 OPTION PERIOD II: \$147,077.00
 OPTION PERIOD III: \$147,077.00
 OPTION PERIOD IV: \$147,077.00

*Note-each ODC AMOUNT listed above is for a LEVEL OF EFFORT of 13,800 hours. The Government reserves the right to add an additional 13,800 hours to the LEVEL OF EFFORT for each performance period, which would increase the ODC AMOUNT by \$147,077.00 from \$147,077.00 to \$294,154.00, for each performance period.

B-5 Local Clauses EPA-B-32-101 LIMITATION OF FUNDS NOTICE

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of (b)(4) is allotted to cover estimated cost. Funding in the amount of (b)(4) is provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through the effective period of the contract.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) Recapitulation of Funds

| | PREVIOUS AMOUNT | THIS ACTION | NEW/FORWARD AMOUNT |
|--------------------|--------------------|----------------|-----------------------|
| BASE PERIOD | | | |
| Estimated Cost | (b)(4) | | |
| Fixed Fee | | | |
| CPFF | \$ 1,323,175.17 | \$ 0 | \$ 1,323,175.17 |
| | | | |
| Allotted for Cost | (b)(4) | | |
| Reserved for Fee | | | |
| Level of Funding | \$ 0 | \$ 170,000.00 | \$ 170,000.00 |

SECTION C - Description/Specifications**C-1 Clauses****C-1 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JAN 2012)****C-2 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS**

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work included in Attachment 1. Work will be ordered against the subject Statement of Work through Contracting Officer issuance of work assignments.

C-3 Local Clauses EPA-C-10-102 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL

The Contractor's technical proposal dated 20 October 2014 and the Contractor's revised proposal dated 11 June 2015 are incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

C-4 Local Clauses EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the procedures set forth in its QA plan dated 20 October 2014, which is incorporated by reference.

SECTION D - Packaging and Marking

D-1 Clauses

SECTION E - Inspection and Acceptance

E-1 Clauses

E-1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

E-2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

See Attachment 4.

SECTION F - Deliveries or Performance

F-1 Clauses

F-1 FAR 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

(End of clause)

F-3 EPAAR 1552.211-72 MONTHLY PROGRESS REPORT. (SEP 2013)

(a) The Contractor shall furnish two (2) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 20th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of copies Addressee Address (email and/or shipping)

One (1) copy, Contracting Officer's Representative. CHERYL R. BROWN 1200 Pennsylvania Avenue NW Washington, DC 20460 Mail Code: 1804T Phone Number: (202) 566-0940 E-mail Address: brown.cherylr@epa.gov

One (1) copy, Contracting Officer. JENNIFER KUHN 1200 Pennsylvania Avenue NW Washington, DC 20460 Mail Code: 3803R Phone Number: (202) 564-0844 E-mail Address: kuhn.jennifer@epa.gov

(End of clause)

F-4 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

F-5 EPAAR 1552.211-78 MANAGEMENT CONSULTING SERVICES. (APR 1985)

F-6 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 17 July 2015 through 16 July 2016 exclusive of all required reports.

SECTION G - Contract Administration Data

G-1 Clauses

G-1 EPAAR 1552.216-74 PAYMENT OF FEE. (MAY 1991)

- (a) The term fee in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-fixed-fee type contract.
- (b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, Level of Effort-Cost-Reimbursement Term Contract.

(End of clause)

G-2 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (JUN 1996)

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 25 on the cover of the contract; two copies to the Contracting Officer's Representative (the Contracting Officer's Representative may direct one of these copies to a separate address); and one copy to the Contracting Officer.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal-Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.
- (c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.
 - (2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(End of clause)

G-3 EPAAR 1552.242-70 INDIRECT COSTS. (APR 1984)

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following designated Contracting Officer: Environmental Protection Agency, Chief, Cost Policy and Rate Negotiation Branch (3804F), Cost Advisory and Financial Analysis Division, Washington, DC 20460.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates are established. The established billing rates are currently as follows:

| Cost Center | Base | Rate | Period |
|-------------|------|------|-------------|
| (b)(4) | | | Base Period |

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(c) Notwithstanding the provisions of paragraphs (a) and (b) of this clause, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

None

(End of clause)

G-4 EPAAR 1552.242-72 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER. (OCT 2000)

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.
- (5) In connection with Cost Accounting Standards:
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
 - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the contracting officer upon execution.

(c) The FACO for this contract is: CHARLES GOURDIN 1200 Pennsylvania Avenue NW Washington DC 20460 Phone: (202) 564-4406 Email: gourdin.charles@epa.gov

(End of clause)

G-5 EPAAR 1552.245-70 GOVERNMENT PROPERTY. (SEP 2009)

G-6 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

Contract-Level Contracting Officer's Representative/Project Officer: CHERYL R. BROWN 1200 Pennsylvania Avenue NW Washington, DC 20460 Mail Code: 1804T Phone Number: (202) 566-0940 E-mail address: brown.cheryl@epa.gov

Alternate Contract-Level Contracting Officer's Representative/Alternate Project Officer: CATHY TURNER 1200 Pennsylvania Avenue NW Washington DC 20460 Mail Code: 1805T Phone Number: (202) 566-0951 Email Address: turner.cathy@epa.gov

Contracting Officials responsible for administering this contract are as follows:

Contracting Officer: JENNIFER KUHN 1200 Pennsylvania Avenue NW Washington, DC 20460 Mail Code: 3803R Phone Number: (202) 564-0844 Email Address: kuhn.jennifer@epa.gov

Contract Specialist: None

SECTION H - Special Contract Requirements

H-1 Clauses

H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (AUG 2000)

H-2 EPAAR 1552.208-70 PRINTING. (SEP 2012)

H-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

(End of clause)

H-4 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

(End of clause)

H-5 EPAAR 1552.217-71 OPTION TO EXTEND THE TERM OF THE CONTRACT-COST-TYPE CONTRACT. (APR 1984)

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 13,800 direct labor hours for the first option period and 13,800 for the second. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover a base period and option periods.

PERIOD:

| | |
|-------------------|------------------------------|
| OPTION PERIOD I | 17 July 2016 to 16 July 2017 |
| OPTION PERIOD II | 17 July 2017 to 16 July 2018 |
| OPTION PERIOD III | 17 July 2018 to 16 July 2019 |
| OPTION PERIOD IV | 17 July 2019 to 16 July 2020 |

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort for each option period as follows:

PERIOD:

LEVEL OF EFFORT:

| | |
|-------------------|--------------|
| OPTION PERIOD I | 13,800 hours |
| OPTION PERIOD II | 13,800 hours |
| OPTION PERIOD III | 13,800 hours |

OPTION PERIOD IV 13,800 hours

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

| <u>PERIOD:</u> | <u>ESTIMATED COST:</u> | <u>FIXED FEE:</u> | <u>TOTAL:</u> |
|-------------------|------------------------|-------------------|----------------|
| OPTION PERIOD I | (b)(4) | | \$2,705,988.01 |
| OPTION PERIOD II | | | \$2,726,952.54 |
| OPTION PERIOD III | | | \$2,782,835.70 |
| OPTION PERIOD IV | | | \$2,844,438.84 |

(d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

| <u>PERIOD:</u> | <u>ODC CEILINGS:</u> |
|-------------------|----------------------|
| OPTION PERIOD I | \$147,077.00 |
| OPTION PERIOD II | \$147,077.00 |
| OPTION PERIOD III | \$147,077.00 |
| OPTION PERIOD IV | \$147,077.00 |

*Note-each ODC CEILING amount listed above is for a LEVEL OF EFFORT of 13,800 hours. If the option to add an additional 2,300 hours, as noted above, is exercised, then the ODC CEILING Amount for each PERIOD will increase by \$24,512.83 for each optional quantity exercised.

(End of clause)

**H-6 EPAAR 1552.217-73 OPTION FOR INCREASED QUANTITY-COST-TYPE CONTRACT.
(JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by 13,800 hours direct labor hours during the base period and 13,800 hours during the each of the option periods. The Government may issue a maximum of six (6) orders to increase the level of effort in blocks of 2,300 hours during any given period. The estimated cost and fixed fee of each block of hours is as follows:

| <u>PERIOD:</u> | <u>ESTIMATED COST:</u> | <u>FIXED FEE:</u> | <u>TOTAL:</u> |
|-------------------|------------------------|-------------------|---------------|
| BASE PERIOD | (b)(4) | | \$220,626.38 |
| OPTION PERIOD I | | | \$225,548.32 |
| OPTION PERIOD II | | | \$227,338.30 |
| OPTION PERIOD III | | | \$231,997.03 |
| OPTION PERIOD IV | | | \$237,132.18 |

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.

(c) If this contract contains "not to exceed amounts" for elements of other direct costs (ODCs), those amounts will be increased as follows:

Not applicable

(End of clause)

H-7 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994)

H-8 EPAAR 1552.228-70 INSURANCE LIABILITY TO THIRD PERSONS. (OCT 2000)

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

(End of clause)

H-9 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY. (APR 1984)

H-10 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION. (APR 1984)

H-11 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (APR 1996)

H-12 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION. (OCT 2000)

H-13 EPAAR 1552.237-71 TECHNICAL DIRECTION. (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The Contracting Officer's Representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

- (1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and
- (2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The Contracting Officer's Representative(s) does not have the authority to issue technical direction which:

- (1) Requires additional work outside the scope of the contract or task order;
- (2) Constitutes a change as defined in the "Changes" clause;
- (3) Causes an increase or decrease in the estimated cost of the contract or task order;
- (4) Alters the period of performance of the contract or task order; or
- (5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the Contracting Officer's Representative.

(e) If, in the contractor's opinion, any instruction or direction by the Contracting Officer's Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
- (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
- (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the Contracting Officer's Representative, shall be at the contractor's risk.

(End of clause)

H-14 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

| | |
|--------|---------------------------|
| (b)(4) | PROGRAM MANAGER |
| | DEPUTY PROGRAM MANAGER |
| (b)(4) | QUALITY ASSURANCE MANAGER |

Selected Key Personnel by Statement of Work Element:

Element 1: Planning and Management Support

(b)(4)

Element 2: Encourage Broad Scale Application of BPI Tools and Organizational Excellence

(b)(4)

Element 3: Support for Evidence-driven Decision-making – Evaluation and Program Efficiency

(b)(4)

Element 4: Support for Cross-EPA Implementation of the Agency Climate Change Adaptation Plan

(b)(4)

Element 5: Promoting Systemic Organizational Change – Sustainability

(b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

H-15 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT. (APR 1984)

H-16 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within seven (7) (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 14 (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(End of clause)

H-17 Local Clauses EPA-H-07-103 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA CONTRACTS)

NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000 000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

H-18 Local Clauses EPA-H-09-107 UNPAID FEDERAL TAX LIABILITY & FELONY CRIMINAL VIOLATION CERTIFICATION (APR 2012)

(a) In order to meet the requirements of Sections 433 and 434 of Division E of the Consolidated Appropriations Act, 2012 (Pub.L. 112-74); 2013 Continuing Appropriations Resolution (Pub.L. 112-175); Consolidated and Further Continuing Appropriations Act, 2013 (Pub.L. 113-6); Continuing Appropriations Act, 2014 (Pub.L. 113-46), and subsequent relevant appropriations acts, the contractor shall provide the contracting officer a certification whereby the contractor certifies:

(i) It is not a corporation that has been convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months; and

(ii) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(b) Failure of the contractor to furnish a certification or provide such additional information as requested by the contracting officer may render the contractor ineligible for FY 2012, 2013, 2014 or subsequent FY contract funding.

(c) The contractor has a continuing obligation to update the subject certification as required.

(End of Clause)

SECTION I - Contract Clauses

I-1 Clauses

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.203-3 GRATUITIES. (APR 1984)

I-3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I-4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I-5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)

I-6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I-8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I-9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

I-10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from - <http://www.epa.gov/oig/hotline.html>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I-11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)

I-12 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-13 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2013)

I-14 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)

I-15 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (AUG 2013)

I-16 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JUL 2013)

I-17 FAR 52.210-1 MARKET RESEARCH. (APR 2011)

I-18 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

I-19 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I-20 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

I-21 FAR 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the

contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying

any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I-22 FAR 52.216-8 FIXED FEE. (JUN 2011)

I-23 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the funded amount of dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is the funded amount of dollars.

(End of clause)

I-24 FAR 52.216-25 CONTRACT DEFINITIZATION. (OCT 2010)

(a) A cost-plus-fixed-fee (CPFF) definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of

execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost-and-fee proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is (insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data:) None

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

I-25 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

I-26 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

I-27 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2014)

☐ Offeror elects to waive the evaluation preference.

I-28 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)

I-29 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (OCT 2014) - ALTERNATE II (OCT 2001)

I-30 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)

I-31 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUL 2013)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, _X_ is not a small business concern under NAICS Code 541620, Environmental Consulting Services assigned to contract number EP-W-15-011.
(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

I-32 FAR 52.222-3 CONVICT LABOR. (JUN 2003)**I-33 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)****I-34 FAR 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)****I-35 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUL 2014)**

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-36 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I-37 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUL 2014)

I-38 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I-39 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)

I-40 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (AUG 2013)

I-41 FAR 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I-42 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I-43 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I-44 FAR 52.227-14 RIGHTS IN DATA-GENERAL. (MAY 2014)

I-45 FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)

I-46 FAR 52.230-2 COST ACCOUNTING STANDARDS. (MAY 2014)

I-47 FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (MAY 2014)

I-48 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I-49 FAR 52.232-17 INTEREST. (MAY 2014)

I-50 FAR 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I-51 FAR 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

I-52 FAR 52.232-25 PROMPT PAYMENT. (JUL 2013) - ALTERNATE I (FEB 2002)

I-53 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

I-54 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-55 FAR 52.233-1 DISPUTES. (MAY 2014)

I-56 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I-57 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-58 FAR 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

I-59 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I-60 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)

I-61 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I-62 FAR 52.242-13 BANKRUPTCY. (JUL 1995)

I-63 FAR 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE I (APR 1984)

I-64 FAR 52.244-2 SUBCONTRACTS. (OCT 2010) - ALTERNATE I (JUN 2007)

(a) Definitions. As used in this clause-

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: ☐

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations (b)(4)

(b)(4)

(b)(4)

(End of clause)

I-65 FAR 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I-66 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (MAR 2015)

I-67 FAR 52.245-1 GOVERNMENT PROPERTY. (APR 2012)

I-68 FAR 52.245-9 USE AND CHARGES (APR 2012)

I-69 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

I-70 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I-71 FAR 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I-72 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://farsite.hill.af.mil/vffara.htm>

EPAAR: <http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

(End of clause)

I-73 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 1515) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I-74 FAR 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

SECTION J - List of Documents, Exhibits and Other Attachments**J-1 List of Documents, Exhibits, and Other Attachments**

| Attachment Number | Title | Number of Pages | Document Version |
|--------------------------|--|------------------------|-------------------------|
| 1 | Attachment 1 - Statement of Work | 15 | BASE |
| 2 | Attachment 2 - Reports of Work | 1 | BASE |
| 3 | Attachment 3 - Invoice Preparation Instructions | 4 | BASE |
| 4 | Attachment 4 - Higher-Level Contract Quality Requirement | 2 | BASE |

J-2 Clauses